

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION**

**COLIN ROSS, ON BEHALF OF §
HIMSELF AND ALL OTHERS §
SIMILARLY SITUATED §**

Plaintiff §

v. §

**SHERMAN HEMP, LLC, ASHTEN, §
LLC, JAY ASHLEY, AND JAMIE §
ASHLEY §**

Defendants §

CASE NO. 4:21-CV-00986-SDJ

**JOINT MOTION FOR APPROVAL OF SETTLEMENT
AND DISMISSAL WITH PREJUDICE**

COME NOW, Plaintiff Colin Ross and Defendants Sherman Hemp, LLC, Ashten, LLC, Jay Ashley, and Jamie Ashley, (collectively, the “Parties”) and file this Joint Motion for Approval of Settlement Agreement and Dismissal with Prejudice, seeking an order approving the settlement of this case and state:

Plaintiff filed this action on or about December 20, 2021, seeking unpaid wages under the Fair Labor Standards Act of 1938, as amended (“FLSA”), 29 U.S.C. § *et seq.*, and asserting retaliation claims on behalf of Plaintiff. Plaintiff sought unpaid overtime wages, actual damages, liquidated damages, and attorney’s fees and costs. Defendants continue to deny all claims of liability and damages.

The parties have reached a resolution of this matter and entered into a Confidential Settlement Agreement and Release of All Claims (“Settlement Agreement”). The FLSA requires either the Court or the United States Department of Labor to approve the settlement of an individual’s FLSA claims in order for the settlement to be valid. *See* 29 U.S.C. § 216(c).

The parties agree that the Settlement Agreement is in the best interest of Plaintiff as it enables him to recover alleged unpaid wages without the necessity or delay of trial and possible

appeals. The settlement has been approved by Plaintiff, having had a reasonable period of time in which to consider the Settlement Agreement. Plaintiff entered into the Settlement Agreement voluntarily and knowingly, and understood fully the meaning and effect of his actions in executing the Settlement Agreement.

The Settlement Agreement constitutes fair and equitable compensation for Plaintiff's alleged unpaid wages, and was reached in order to settle and resolve *bona fide* disputes between the Parties. A copy of the Settlement Agreement has been filed under seal (Dkt #16), pending this Court's ruling on the parties' Joint Motion for Leave to File Confidential Settlement Agreement Under Seal (Dkt #15).

No class certification has occurred in this case.

The Parties further request that, following the Court's approval of the Settlement Agreement, the Court dismiss with prejudice all claims that have been alleged or could have been alleged by Plaintiff Colin Ross, and that all costs be taxed against the party incurring same.

WHEREFORE, the Parties respectfully request that the Court approve the Settlement Agreement and that the Court dismiss with prejudice all claims and causes of action alleged against all Defendants, with all costs taxed against the parties incurring same.

Respectfully submitted,

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AGREED:

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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

On this 25th day of April, 2022, the foregoing document was submitted to the clerk of court for the U. S. District Court, Eastern District of Texas, using the electronic case filing system of the court. I hereby certify that I have served all counsel of record electronically or by any other manner authorized by the Federal Rules of Civil Procedure, as follows:

Via E-Service and E-mail: Doug@morelandlaw.com

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By: /s/ Daniel C. Steppick
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